

EXHIBIT B

PLAN MODIFICATIONS

- **Article I: Definitions**

- Eliminate the defined term “Bravo Luck Interest”
- Revise definition of “Claim Objection Deadline” to mean “*thirty (30)* business days after the Ownership Dispute is adjudicated” and remove the caveat “in both the New York Court and the BVI Court pursuant to a Final Order”
- Revise definition of “Escrow” to remove the reference to “Allowed Class 4 Claims of Unsecured Creditors”
- Revise definition of “Final Order” to only refer to a final order of the Bankruptcy Court
- Eliminate the defined term “Interests” and change all references to “Interest” in the Plan to “Membership Interests”
- Revise definition of “Net Sale Proceeds” to remove the reference to “Class 4 Claims of Unsecured Creditors”
- Revise the Definition of “Ownership Dispute to include related claims in the New York Court or BVI Court relating to the Debtor, *Genever Holdings Corporation, Kwok, PAX*, and Bravo Luck
- Revise definition of “Unsecured Claim” so as to remove the language “excluding the Claims of Bravo Luck, PAX, and the Sherry (to the extent The Sherry Claim is not secured)”
- Revise definition of “Unsecured Creditor” so as to remove the language “except for Bravo Luck, PAX and The Sherry”

- **Article II: Classification of Claims and Interests**

- Change so that Class 2 includes all holders of Allowed Unsecured Claims
- Change so that Class 3 Includes the Membership Interests

- **Article III: Means for Implementation of the Plan**

- Section 3.2: add “and in accordance with the Global Settlement” to the end of the section
- Section 3.4: change the last sentence of the section to “The Sale of the Residence shall be *in accordance with the terms of the Global Settlement* and subject to separate motion”

- **Article V: Classification and Treatment of Claims**

- Change the Classification as described above
- Section 5.2: Unsecured Claims have the following treatment:

- The extent, amount, validity, and priority of the claims asserted by PAX and Bravo Luck shall be determined as part of adjudication of the Ownership Dispute in the New York Court, BVI Court, the Bankruptcy Court, and/or the Connecticut Bankruptcy Court, as discussed above in the section captioned “Framework of the Plan.” In the event that PAX (and/or another party in interest) has filed an objection to the Claims of Golden Spring New York Ltd. and/or Qiang Guo by the Claims Objection Deadline, the extent, amount, validity, and priority of such claims shall be determined by the Bankruptcy Court or such other court of competent jurisdiction.
 - Payment of Class 2 Unsecured Claims shall be based upon the Allowed amount of such claim and shall be paid *pro rata* from the Net Sale Proceeds to the extent of their respective Allowed Claims.
- Section 5.3: Membership Interests have the following treatment:
 - The disposition of the Membership Interest of Genever Holdings Corporation shall be determined in the context of the Ownership Dispute. Pending such a determination, Genever Holdings Corporation shall continue as the sole member of the Debtor and Reorganized Debtor, as applicable, subject to the Global Settlement, and the terms of this Plan.
- **Article VIII: Distributions**
 - Section 8.1: change the second sentence to “At the Closing, an escrow agreement containing terms and conditions in *accordance with the Global Settlement* and in a form and content reasonably acceptable to the Debtor, Bravo Luck and PAX shall be prepared and executed by the Debtor and the Escrow Agent.”
 - Section 8.2: change reference to “Class 2 and 3 Claims or Interests” to “Unsecured Claims and Membership Interests” and remove the sentence “Notwithstanding anything herein to the contrary, distributions to the holders of Allowed Class 4 Unsecured Claims shall be made (i) upon the expiration of the Claim Objection Deadline; or (ii) if an objection to a Class 4 Unsecured Claim is timely filed, as soon as reasonably practicable after entry of a Final Order Allowing such Class 4 Unsecured Claim from the Net Sale Proceeds or any reserves established in connection therewith.”
- **Article IX: Retention of Jurisdiction**
 - Section 9.1.2: change (iv) to “any action by *any party* to modify, alter, or change the Global Settlement following completion of turnover proceedings in the BVI Court”